

Article 19

HOURS OF WORK AND OVERTIME

- A. Biweekly Work Period. The work period is defined as eighty (80) hours of work normally performed on ten (10) week days within the fourteen (14) consecutive calendar days which coincide with biweekly pay periods.
- B. Work Day. The work day shall consist of twenty-four (24) consecutive hours commencing at 12:01 a.m.
- C. Work Shift. The work shift shall normally consist of eight (8) consecutive work hours which may be interrupted by a meal period. For purposes of this Article the following work shifts are defined:

Day Shift - Starts between 5:00 a.m. and 1:59 p.m.

Afternoon Shift - Starts between 2:00 p.m. and 9:59 p.m.

Evening Shift - Starts between 10:00 p.m. and 4:59 a.m.

- D. Meal Periods. Work schedules may provide for the work shift to be broken at approximately mid-point by an unpaid meal period of not less than thirty (30) minutes. This shall not preclude work schedules which provide for an eight (8) hour work day, inclusive of a meal period. The Employer may reasonably schedule meal periods to meet operational requirements.

Wherever the department's objective of teamwork will not be unreasonably disrupted by a one-half hour lunch period, if requested by a Scientific and Engineering Unit employee, a one-half hour lunch period shall be scheduled. In all other cases, where operationally feasible, a Scientific and Engineering Unit employee's request to be scheduled for a one-half hour lunch period will not be unreasonably denied. Denial of the request, or termination of approval, shall not be grievable.

- E. No Guarantee or Limitation. This Article is intended to be construed only as a basis for scheduling, and shall not be construed as a guarantee or limitation on the number of hours scheduled to be worked per day or per work period.
- F. Overtime.

- 1. Eligible Unit Employees. (Cash Paid)

Unit employees at the 9 (IV) and 10 (V) levels or below the 10 position comparison equivalent level shall be eligible for cash compensation for overtime hours worked.

- a. Overtime hours must be authorized by the Appointing Authority.
 - b. Authorized overtime payment shall be paid to eligible employees for time worked in excess of forty (40) hours in a work week. "Time worked" for purposes of calculating overtime payment does not include

sick leave or annual leave (with the exception of annual leave buy back).

- c. Premium payment shall not be duplicated (pyramided) for the same hours worked. If a unit employee works on a holiday, overtime compensation for the first eight (8) hours worked on the holiday is due and payable only after forty (40) hours worked in a work week.
- d. By mutual agreement between the unit employee and the Appointing Authority, unit employees at the 9 (IV) and 10 (V) level may earn compensatory time at the rate of time and one-half (1 1/2) for authorized overtime hours worked or be paid time and one-half (1 1/2) their hourly rate. Time worked for purposes of calculating time and one-half (1 1/2) compensatory time or one and one-half their hourly rate does not include sick leave or annual leave (with the exception of annual leave buy back). If the Appointing Authority does not permit the unit employee to use accrued compensatory time credits before the end of the fiscal year in which credits have been earned, at the Appointing Authority's option, the unit employee may be paid in cash at the regular rate for the compensatory time credits unused at the end of the fiscal year.

2. Ineligible Unit Employees. (Compensatory Time)

Unit employees at the 11 (VI) benchmark level and above, or at the 11 position comparison level and above are not normally eligible for cash compensation for overtime hours worked. Such unit employees shall be eligible for compensatory time in accordance with the following provisions:

- a. Such ineligible unit employees shall be eligible to accumulate and liquidate on a straight time basis, compensatory time for all authorized hours worked in excess of eight (8) hours per day and eighty (80) hours per pay period. If the Employer schedules employees to work outside of the employees' normal work schedule of 8 hours per day, or the applicable number of hours per day pursuant to an approved alternate work schedule where available, the Employer will not require employees to adjust their hours to remain within 80 hours that pay period.
- b. A balance of no more than one hundred fifty (150) hours of authorized compensatory overtime can be carried, except for unit employees in the Department of Transportation.
- c. Compensatory time must be used before annual leave unless the employee is near the cap and would lose accrued annual leave.
- d. The value of compensatory time is for equivalent time off only. Under no circumstances shall payment be made for unused compensatory time.

- e. In the Departments of Natural Resources and Transportation current practice of accumulating compensatory time shall remain in effect.
3. Exception for Cash Payment to Ineligible Unit Employees.

At the sole discretion of the Appointing Authority, ineligible unit employees may receive cash payment for overtime hours only on an exception basis, in accordance with the following:

- a. Cash Payment Determination. The Appointing Authority determines that because of the nature of the work load in a particular departmental unit the payment of cash for overtime hours worked is necessary.
- b. Notice to Union. If such a determination is made, the Appointing Authority shall provide a notice to the Union with a copy to the Office of the State Employer and the Civil Service Commission. The notice will include the reasons for exceptions, the names of affected unit employees, and the expected duration of the exception.
- c. Calculation for Cash Payment. If the exception is made to pay ineligible unit employees for overtime, such unit employees shall be paid as follows for all hours worked in excess of eight (8) hours per day and eighty (80) hours per pay period:
 - (1) If their hourly rate, times one and one-half, is less than or equal to the premium overtime rate.

Established each year by the Civil Service Commission, the unit employee will be paid time and one half (1 1/2) their hourly rate for overtime.
 - (2) If their hourly rate, times one and one-half, is greater than the premium overtime rate established each year by the Civil Service Commission, they will be paid the premium rate or straight time, whichever is greater.
 - (3) As long as the premium payment of overtime rate established each year by the Civil Service Commission is equal to or greater than the maximum rate for the Transportation Engineer 12, times one and one-half, the parties agree to be governed by the Civil Service Commission established rate.
 - (4) If the maximum rate for the Transportation Engineer 12, times one and one-half, exceeds the premium rate established by the Civil Service Commission, the new rate shall be subject to negotiation by the parties.
 - (5) Premium payment shall not be duplicated (pyramided) for the same hours worked.

- (6) "Hours worked in excess of eight (8) hours per day and eighty (80) hours per pay period" for purposes of calculating cash overtime payment for ineligible unit employees does not include sick leave or annual leave (with the exception of annual leave buy back).
4. DEQ-PEAS. Employees who are designated the Department of Environmental Quality as responsible for responding to the Pollution Emergency Alerting System (PEAS) shall receive cash payment in accordance with F.3(b) and (c) above for each emergency response which is not contiguous to the employee's regularly scheduled hours. At the beginning of each fiscal year, the employee may designate whether PEAS response compensation in accordance with this section will be made in cash or compensatory time.

G. Alternate Work Schedules.

Bargaining unit employees may request an alternate work schedule subject to the following provisions:

1. An alternate work schedule is any work schedule requested by an employee, other than a standard Monday through Friday, 8:00 a.m. to 5:00 p.m. schedule with a one (1) hour lunch period. The appointing authority may determine that work schedules of five 8-hour days a week other than 8:00 a.m. through 5:00 p.m. require only immediate supervisor approval and/or an alternate work schedule request form need not be completed for this option.
2. The primary purpose for providing alternate work schedules is to provide flexible work hours which will mutually benefit departmental program activities and employees' individual preferences. Operational needs, and maintaining efficiency, productivity, and cost savings for the department shall be considered in determining the benefit to the department program activities. More specifically, the determination shall be based on criteria such as, but not limited to, the following:
 - Ability to provide sufficient program staffing during all hours of operation and emergencies. (Note: the appointing authority may determine that each unit shall provide for coverage on specific days and during specific times such as Monday through Friday 8:00 a.m. to 5:00 p.m.);
 - Accessibility to other staff and the public;
 - Availability of individual staff to meet program and workload needs;
 - Maintenance of program productivity and efficiency levels at no increase in cost;
 - Effects on the ability to meet specific program requirements;

- Ability to provide full supervision where circumstances warrant as determined by the appointing authority;
 - Facilities and operational circumstances;
 - Performance and attendance; and,
 - Accumulation of overtime or compensatory time.
3. Management shall have the discretion within the parameters of this section to approve or deny an adjusted work schedule, or to rescind previous approval with two pay periods notice. Rescission of an alternate work schedule shall not be grievable; however, rescission must be based upon one or more of the criteria listed in G(2) above.

In order to avoid rescinding approval of an alternate work schedule, employees may agree to temporarily modify their alternate work schedule to meet operational needs.

4. The alternate work schedule shall include a lunch period which may be either ½ hour or 1 hour as approved by supervision. This does not preclude an employee on occasion foregoing a lunch period with supervisory approval.
5. Options. Exempt employees (“Y” code) may apply for the schedule options below:
1. Four 9-hour days and one 4-hour day each week.
 2. Alternating weeks consisting of five 8-hour days one week and four 9-hour days and one 4-hour day in the second week.
 3. Eight 9-hour days and one 8-hour day.
 4. Four 10-hour days.
 5. A flexible eighty hour pay period (work schedule adjusted within each pay period).

Denial of requests for an alternate work schedule of either four 10-hour days or a flexible eighty hour pay period shall not be grievable, but will, however, be based on one or more of the criteria outlined in G(2) above and will be handled on a case-by-case basis.

Non-exempt employees (“N” code) may apply for schedule options below:

1. Four 9-hour days and one 4-hour day each week.
2. Alternating weeks consisting of five 8-hour days one week and four 9-hour days and one 4-hour day in the second week.

In addition, the appointing authority may make available four 10-hour days per calendar week, or a forty (40) hour work week (work schedule adjusted within each week).

6. Leave usage. Absences shall be covered with appropriate leave credits in an amount equal to the employee's scheduled work hours for that day.
 7. Holidays. When a recognized holiday falls on a day when the employee is scheduled to work more than eight hours, the difference between the eight hours holiday time and the scheduled time may be made up by annual or compensatory leave, or the employee may go back to a normal 8 hours per day, 5 day work week during that week or pay period. If the holiday falls on the employee's scheduled day off resulting from the alternate work schedule, the scheduled day off will be rescheduled.
 8. Training. Schedules of employees required to participate in training may be modified by supervision to a standard work period consisting of eight hours a day, 5 days a week.
- H. Voluntary Work Schedule Adjustment Program. Participation shall be on an individual and completely voluntary basis. An employee may volunteer to participate in the program by submitting a completed standard Voluntary Work Schedule Adjustment Agreement form to his or her supervisor. Employees continue to have the right, by not submitting a standard agreement form, to not participate in any of the program's two plans.

Discretion to approve or disapprove an employee's request to participate in Plan A and/or Plan C is reserved to the supervisor and Appointing Authority, based upon whether such participation would adversely impact upon the Department's operations and/or budget. In all other cases, once approved, the individual agreement may be terminated by the Appointing Authority or the employee upon giving ten (10) working days written notice to the other (or less, upon agreement of the employee and the Appointing Authority). Termination shall be at the end of the pay period. Termination of the agreement by the Appointing Authority shall not be grievable.

Plan A. Biweekly Scheduled Hours Reduction.

1. Eligibility.

Only full-time employees who have satisfactorily completed at least 720 hours of state classified service shall be eligible to participate in Plan A.

2. Definition.

With the approval of the supervisor and the Appointing Authority, an eligible employee may elect to reduce the number of hours for which the employee is scheduled to work by one (1) to sixteen (16) hours per pay period. The number of hours by which the work schedule is reduced shall remain constant for the duration of the agreement. The employee may

enroll for a minimum of one (1) pay period. The standard hours per pay period for the employee to receive the benefits of paragraphs A.3 and A.4. below shall be adjusted downward from eighty (80) by the number of hours by which the work schedule is reduced, but not to an amount less than sixty-four (64.0) hours.

In addition, up to a one-week (40 hour) leave may be utilized within a single pay period once during a fiscal year.

Time off on Plan A will be counted against an employee's twelve work week leave entitlement under the federal Family and Medical Leave Act, if such time off is for a qualifying purpose under the Act and if all other requirements of the law and collective bargaining agreement are met.

3. Insurances.

All State-Sponsored Group Insurance Programs, including Long Term Disability Insurance, in which the employee is enrolled shall continue without change in coverages, benefits or premiums.

4. Leave Accruals and Service Credit.

Annual leave and sick leave accruals shall continue as if the employee had worked or was in approved paid leave status for eighty (80) hours per pay period for the duration of the agreement. State service credit shall remain at eighty (80) hours per pay period for purposes of longevity compensation, pay step increases, employment preference, holiday pay, and hours until rating. Employees shall incur no break in service due to participating in Plan A.

Plan C. Leave of Absence.

1. Eligibility.

Full-time and part-time employees who have satisfactorily completed their initial probationary period in the state classified service shall be eligible to participate in Plan C. Permanent-intermittent employees are not eligible to participate.

2. Definition.

With the approval of the supervisor and the Appointing Authority, an employee may elect to take one (1) unpaid leave of absence during the fiscal year for a period of not less than one (1) pay period and not more than three (3) months. The three (3) month period is not intended to be cumulative. Time off on Plan C leave will be counted against an employee's twelve work week leave entitlement under the federal Family and Medical Leave Act, if such time off is for a qualifying purpose under the Act and if all other requirements of the law and collective bargaining agreement are met.

3. Insurances.

All state-sponsored group insurance programs with the exception of Long Term Disability (LTD) insurance, in which the employee is enrolled shall be continued without change in coverage, benefits, or premiums for the duration of the leave of absence, by the employee pre-paying the employee's share of the premiums for the entire period of the leave of absence. LTD coverage will not continue during the leave of absence, but will be automatically reinstated immediately upon termination of the leave of absence. If an employee is enrolled in the LTD insurance program at the time the leave of absence is initiated and becomes eligible for disability benefits under LTD during the leave of absence, and is unable to report to work on the agreed-upon termination date for the leave of absence, the return-to-work date shall become the date established for the disability, with the commencement of sick leave and LTD benefits when the sick leave or waiting period is exhausted, whichever occurs later.

4. Leave Accruals.

Accumulated annual leave, personal leave, and sick leave balances will automatically be frozen for the duration of the leave of absence. The employee will not accrue leave credits during the leave of absence.

5. Service Credit.

An employee shall incur no break in service due to participating in Plan C. However, no state service credit will be granted for any purpose.